

#### **A. Terms and Conditions for Double Data SmartBroadband Wireless with LTE or LTE-A Router:**

1. Telkom Standard terms and conditions apply (full details on [www.telkom.co.za/terms](http://www.telkom.co.za/terms)).
2. Telkom reserves the right to amend these offerings and terms and conditions from time to time. Telkom will place the amended terms and conditions on Telkom's website at the following link: <http://www.telkom.co.za> ; which will be deemed incorporated into the Agreement and bind the Consumer from the date that the amendment was listed on the abovementioned site.
3. RICA shall apply.
4. The Telkom's double data SmartBroadband Wireless offers shall be available on a 24-month contract that includes an LTE WiFi router or LTE-A WiFi router.
5. The double data SmartBroadband Wireless is a promotion and Telkom reserve the right to retract the offer at any time and with no prior warning to customers.
6. Telkom reserve the right to throttle and/or shape the traffic of the Double Data SmartBroadband Wireless products in the network peak times between 6pm and 11pm daily.
7. The double data SmartBroadband Wireless means that an additional data shall be allocated across the anytime and night surfer package.
8. Subscribers who sign up for the double data SmartBroadband Wireless each month shall receive the double data allocation for the duration of the 24-month contract and after 24 months the data allocation shall revert to the single data allocation for both anytime data and night surfer.
9. The subscriber who deplete their allocated data bundle can buy the LTE/LTE-A Once-off data bundles which expire within 61 days for Anytime data and within 31 days for Night Surfer data from the date of activation.
10. SmartBroadband Wireless post-paid customer who purchases the Once-Off LTE/LTE-A bundles (which expires within 61 days for Anytime data and within 31 days for Night Surfer data) in the middle of the month, if not completely utilized will be permitted to carry over into the next month, the remainder of the data bundle will expire on the set expiry date.
11. At the beginning of the new month, SmartBroadband Wireless post-paid customers, shall be allocated the inclusive data which is anytime data and night surfer data.  
The inclusive allocated data will always be the primary bundle that will be consumed first and there-after the remainder of the data bundle carried over of LTE/LTE-A Once-Off bundle if applicable.
12. Subscription to Telkom's double data SmartBroadband Wireless promotion service is subject to the availability of its LTE/LTE-A network coverage within the specified location and the subscriber will not be able to roam on MTN's 3G network.
13. A Sales agent will be able to assist you with checking if your address is in coverage or alternatively you can do it online at <http://www.telkom.co.za/coverage/> or send an SMS with your address to 43482.
14. The SmartBroadband Wireless service is provided as a fixed wireless broadband service for use in a fixed location and should a subscriber relocate, Telkom cannot guarantee and be held liable for lack of network coverage, reliability and throughput outside its specified LTE/LTE-A coverage areas
15. Should a subscriber use his SmartBroadband Wireless service for mobility purposes Telkom shall not be liable for lack of LTE/LTE-A coverage or throughput outside of its LTE/LTE-A coverage areas

16. 3G failover to Telkom Mobile's 3G network only will be supported on the SmartBroadband Wireless service.
17. Telkom shall endeavour to ensure that LTE/LTE-A coverage is available where Telkom stipulates it has LTE/LTE-A coverage. Telkom shall not, however, be held responsible for customers' failure to access the Internet in areas that are not eligible for LTE/LTE-A network.
18. A compatible device is required to use Telkom's LTE/LTE-A services. The maximum speed that can be experienced by the subscriber is dependent on the speed specification of the device.
19. Telkom's LTE/LTE-A network currently supports voice calls; however, a subscriber will be required to contact Support on 081180 through any means of communication available to them to request that the voice capability be enabled on their service
20. A flat rate of R 2.75 on per second billing basis will apply for any voice call on SmartBroadband Wireless service, with exception of emergency services (10111, 10177 and 112) and Telkom helpdesk 081 180 which are free from a Telkom Mobile SIM card.
21. SMS is enabled for normal usage, notification and balance enquiry
22. SMS charge is set at 50c/SMS and MMS charge is set at 50c/MMS.
23. The out of bundle rate of R29c (twenty-nine cents) /MB applies
24. Inclusive data bundles will expire at the end of the current calendar month
25. No carry over shall apply to the Inclusive Data
26. Night Surfer Data shall be valid between 12am – 7am.
27. SmartBroadband Wireless subscribers shall be required to link a secondary mobile device to their plan via their My Telkom Mobile account in order to consume the free WiFi bundle which can only be consumed at a Telkom public WiFi hotspot
28. A compatible device is required to use Telkom SmartBroadband Wireless service. The maximum speed that can be experienced by the subscriber is dependent on the speed specification of the device.
29. Porting in or out shall be allowed.
30. Telkom's LTE/LTE-A network is supported on the 2300MHz TDD Radio frequency spectrum and the experience may vary depending on the wall thickness at your premises.
31. Telkom is not liable for any loss or damage to your property or equipment arising out of the provision, installation or maintenance and use of the service.
32. Telkom will not incur any liability whatsoever for any loss or damage as a result of any use, authorised or unauthorised, resulting from virus attacks, security vulnerabilities, or loss of information.

#### **Data Validity Rules: SmartBroadband Wireless LTE/LTE-A**

1. The monthly Inclusive anytime data validity period shall expire within two calendar months from the month of allocation. i.e. the inclusive anytime data allocated to your plans on 1 November will expire on 31 December.
2. The monthly Inclusive night surfer data validity period shall expire in one calendar month from the month of allocation. i.e. the inclusive night surfer data allocated to your plans on 1 November will expire on 30 November.
3. The unused inclusive anytime data on SmartBroadband Wireless LTE/LTE-A plans shall roll over to the end of the next calendar month. Rolled over data will be depleted first before the newly allocated inclusive data is used.
4. The unused inclusive night surfer data on SmartBroadband Wireless LTE/LTE-A plans shall not be carried over to the next calendar month.

i.e. If you are subscribed to a SmartBroadband Wireless 10GB plan which comes with (10GB Anytime Data + 10GB Night Surfer Data) and only utilised 7GB of your inclusive anytime data and 8GB of your night surfer data the remaining 3GB unused anytime data shall be carried over to the following month and the 2GB Night Surfer shall not be carried over.

The 3GB anytime data will be consumed and be depleted first before the new monthly inclusive allocated (10GB Anytime Data + 10GB Night Surfer Data) is utilised.

5. Promotional data and Night Surfer data shall not roll over and shall not be transferable.

## **B. MIGRATION**

### **RULES:**

**Customers are permitted to request a migration after 3 months into their contract.**

#### **Upward Migrations**

1. An upward migration refers to the scenario when the subscriber wishes to move to a package of a higher base subscription than the existing package, during the fixed term portion of the agreement.
2. The subscriber may upward migrate without any penalties at any time during the fixed term agreement subjected to the differences in the base subscription.
3. The subscribers shall retain accumulated deal allocations when doing an upward migration.

#### **Please note the following:**

**A:** The new offer starts immediately after Telkom activates the service upon courier delivery and the customer being informed by the RICA agent. The commitment period for Base to Base will continue until the end of the new commitment period. E.g. Migrate from SmartBroadband Wireless 5GB of 24 months in month 12 to SmartBroadband Wireless 10GB of 24 Months, means that the contract continues from month 12 until month 24 of the new offer, thereafter it will continue on a month to month basis.

**B:** When migrating from “Base to Deal” and “Deal to Deal” and “Deal to Base”, the commitment period shall be set according to the new contract period and the associated terms and conditions.

**C:** Base refers to the offer or service that is not linked to a device and deal refers to the offer or service that is linked to a device

#### **Downward migrations:**

1. A downward migration refers to the scenario when the subscriber wishes to move to a package of a lower base subscription than the existing package, during the fixed term portion of the agreement.
2. The Subscriber will be liable to pay an admin fee for a downward migration as per clause 4 below, which will be determined at the time of requesting the migration.
3. The Subscriber shall retain accumulated deal allocations when doing a downward migration.
4. Telkom shall, as a downward migration fee, recover the difference in device pricing between the original and the newly selected packages as well as an administration fee.

**Please note the following:**

**A:** The new offer starts immediately after Telkom activates the service upon courier delivery and the customer being informed by the RICA agent. The commitment period for Base to Base will continue until the end of the new commitment period. E.g. Migrate from SmartBroadband Wireless 5GB of 24 months in month 12 to SmartBroadband Wireless 10GB of 24 Months, means that the contract continues from month 12 until month 24 of the new offer, thereafter it will continue on a month to month basis.

**B:** When migrating from “Base to Deal” and “Deal to Deal” and “Deal to Base”, the commitment period shall be set according to the new contract period and the associated terms and conditions.

**Discounts that are applicable in the existing products shall not be carried over to the new contract/commitment period.**

**A:** Value added services (VAS) shall only be re-established on customer request and according to the eligibility of the new offering.

**B:** Customers choosing to migrate to either upward or downward prior to the expiration of the contract/commitment period shall be able to do so; however admin fees and penalties shall be applied by Telkom, where applicable.

**Early Terminations:**

1. Early terminations refer to scenarios where the subscriber wishes to terminate the agreement prior to the agreement expiry date.
2. The subscriber shall be liable to pay upon early termination or cancellation of the contract, where applicable, any associated costs such as administration charges, outstanding device costs, service charges etc.
3. The early termination/cancellations fee will be calculated at the time of requesting the early termination.

**Service Conversions:**

1. This refers to scenarios where subscriber wishes to change from the post-paid account to either a hybrid account or a prepaid option.
2. Early termination shall be applicable, but the subscriber shall be permitted to retain the originally assigned mobile number as allocated to, or ported over by Telkom Mobile.
3. When a subscriber converts from a prepaid product offering to a post-paid product offering, all free resources such as data deals, messaging deals shall be retained.
4. Upon signup and activation of a mobile contract, customers shall not be permitted to convert to another offering within a 3-month period, from such contract activation.
5. Standard conversions rules shall apply pertaining to conversion for customers on a voice plan to a data plan and vice versa i.e. conversion from a FreeMe 1GB to a SmartBroadband Wireless 5GB shall not be supported and vice versa.

**Data Transfer Rules:**

1. The Data Transfer service shall be available to new and existing Telkom Mobile SmartBroadband Wireless prepaid and post-paid customers. Data Bundles Transfer shall not be allowed to or from other Mobile Operators.
2. SmartBroadband Wireless LTE/LTE-A post-paid customers shall only be able to transfer data to a SmartBroadband Wireless post-paid and/or SmartBroadband Wireless Prepaid customers only.
3. The Data Transfer service shall support Inclusive Anytime data, Recurring Anytime data and Once-off Anytime data bundles, excluding night surfer data bundles and promotional data bundles.
4. The Data transfers shall be in the following denominations: 25MB, 50MB, 100MB, 250MB, 500MB and 1GB.
5. Donated Data bundles validity period shall be as per the donor data bundle validity period, e.g. if a customer transfer 1GB from 10GB anytime data bundles that was bought on 1 November and expires on 31 December (which is 61days) from date of activation, the 1GB donated data bundles shall expire on 31 December
6. The Data Transfer service shall be available through the following channels USSD, Portal and Telkom App.
7. There is no activation or subscription fee for the service.
8. Customers shall be allowed to transfer up to 1GB a day and 10GB a month per MSISDN within the SmartBroadband Wireless Post-paid and Prepaid products.
9. Customers shall not be allowed to transfer the full amount of the available Once-off Anytime data bundles, e.g. if a customer purchases 20GB once-off LTE/LTE-A data bundles she/he cannot transfer all 20GB.
10. Customers receiving the donated data bundle shall not be allowed to transfer that data bundles to others.
11. The donated data bundles shall not be prorated and the customer shall be able to utilize it until it is fully consumed or has expired. Unused donated data bundle shall not carry over; when the bundles expires customer will forfeit all unused data.
12. In case where a customer has two or more once-off LTE/LTE-A data bundles available, the customers shall be allowed to transfer data from the first once-off data bundle.
13. Once the data bundle has been transferred, the transfer cannot be reversed.
14. Prices are valid at date of print. E&OE.